

LIABILITY DETERMINATIONS

Trade Secret Misappropriation

Question No. 1: Trade Secret Misappropriation (TUTSA)

Has ECIMOS, LLC (“ECIMOS”) proven by a preponderance of the evidence that any of the following items constitute trade secrets under the Tennessee Uniform Trade Secrets Act, Tenn. Code Ann. § 47-25-1701-1709?

No. 1: ECIMOS’s valid tests, including the source code, used for the testing of HVAC equipment

Yes _____ No _____

No. 2: ECIMOS’s test procedures, including source code

Yes _____ No _____

No. 3: ECIMOS’s database schema, including source code

Yes _____ No _____

No. 4: ECIMOS's software source code

Yes _____ No _____

[A "Yes" answer is in favor of ECIMOS; a "No" answer is in favor of Carrier Corporation]

Question No. 2: Trade Secret Misappropriation (TUTSA)

If you answered "No" to all parts of the previous question, skip Question No. 2.

Otherwise, answer the following question. Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation misappropriated any alleged trade secrets of ECIMOS under the Tennessee Uniform Trade Secrets Act, Tenn. Code Ann. § 47-25-1702 ("TUTSA"):

Yes _____ No _____

[A "Yes" answer is in favor of ISS; a "No" answer is in favor of the Defendant.]

Question No. 3: Trade Secret Misappropriation (TUTSA)

If you find misappropriation of any alleged trade secret, then which of the following do you find have been misappropriated by which Defendant(s)?

No. 1: ECIMOS's valid tests, including the source code, used for the testing of HVAC equipment.

Yes _____ No _____

No. 2: ECIMOS's test procedures, including source code

Yes _____ No _____

No. 3: ECIMOS's database schema, including source code

Yes _____ No _____

No. 4: ECIMOS's software source code

Yes _____ No _____

[A "Yes" answer is in favor of ECIMOS; a "No" answer is in favor of Carrier Corporation]

Contract Claims

Question No. 4: Software License Agreement

Has ECIMOS proven by a preponderance of the evidence that there was a license agreement?

Yes _____ No _____

[A "Yes" answer is in favor of ECIMOS; a "No" answer is in favor of Carrier Corporation]

Question No. 5: Software License Agreement Terms

Has ECIMOS proven by a preponderance of the evidence the terms of the software licensing agreement?

Yes____ No ____

[A "Yes" answer is in favor of ECIMOS; a "No" answer is in favor of Carrier Corporation]

Question No. 6: Breach of Licensing Agreement

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation breached the terms of the licensing agreement?

Yes____ No ____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Question No. 7: Breach of Contract

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation breached the terms of the parties’ 2002 contract or any subsequent contract?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Copyright Claims

Question No. 8: Valid Copyright

Has ECIMOS proven by a preponderance of the evidence the existence of a valid copyright in the database schema and source code?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Question No. 9: Copyright Protection

Has ECIMOS proven by a preponderance of the evidence that the database schema and source code is afforded copyright protection?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Question No. 10: Direct Copyright Infringement - Literal

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation directly infringed upon the literal elements of the database?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Question No. 11: Direct Copyright Infringement – Non-Literal

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation directly infringed upon the non-literal elements of the database?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Question No. 12: Indirect Copyright Infringement - Literal

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation indirectly infringed upon the literal elements of the database?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Question No. 13: Indirect Copyright Infringement – Non-Literal

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation indirectly infringed upon the non-literal elements of the database?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

Spoliation of Evidence

Question No. 14: Concealment/Destruction of Evidence

Has ECIMOS proven by a preponderance of the evidence that Carrier Corporation intentionally concealed, destroyed, or failed to preserve evidence relevant to this case?

Yes _____ No _____

[A “Yes” answer is in favor of ECIMOS; a “No” answer is in favor of Carrier Corporation]

DAMAGE CLAIMS

The following section relates to the amount of damages, if any, ECIMOS and Carrier

Corporation have proven. You must answer each section separately and independently. Thus, if you return a verdict of damages on one claim, you may return the same or a different amount of damages on any other claim. Damages may have multiple causes.

MISAPPROPRIATED TRADE SECRETS

Question No. 15: If you answered “Yes” to Question No. 2 (regarding misappropriation of ECIMOS’s alleged trade secrets) what amount of damages, if any, is ECIMOS entitled to as a result of Carrier Corporation’s misappropriation of trade secrets? [If you answered “No” as to Question No. 2, then do not answer this question.]

\$ _____

If you have filled in an amount in response to Question No. 15, you need to answer an additional question regarding that amount: Does the amount include numbers for both Lost Profits of ECIMOS and Carrier Corporation’s Net Profits?

Answer: Yes _____ No _____

If your answer is “Yes” indicate the amount for each category:

Lost Profits of ECIMOS \$ _____

Carrier Corporation’s Net Profits \$ _____

If damages were awarded in response to Question No. 15 are any of those damages duplicative of the damages, if any, awarded in response to any other verdict question?

Yes: _____ No: _____

BREACH OF CONTRACT

Question No. 16: If you answered “Yes” to Questions No. 6 or No. 7 (regarding whether or not Carrier Corporation breached the terms of the licensing agreement and/or the 2002

and any subsequent contracts), then what amounts do you award against Carrier Corporation?

\$ _____

If damages were awarded in response to Question No. 16 are any of those damages duplicative of the damages, if any, awarded in response to any other verdict question?

Yes: _____ No: _____

COPYRIGHT INFRINGEMENT DAMAGES

Question No. 17: If you answered “Yes” to Question Nos. 10, 11, 12, and/or 13 (regarding infringement on ECIMOS’s copyright) what amount of damages, if any, is ECIMOS entitled to as a result of Carrier Corporation’s misappropriation of trade secrets? [If you answered “No” as to any of those questions, then do not answer this question.]

\$ _____

If you have filled in an amount in response to Question No. 17, you need to answer an additional question regarding that amount: Does the amount include numbers for both Lost Profits of ECIMOS and Carrier Corporation’s Net Profits?

Answer: Yes _____ No _____

If your answer is “Yes” indicate the amount for each category:

Lost Profits of ECIMOS \$ _____

Carrier Corporation’s Net Profits \$ _____

If damages were awarded in response to Question No. 17 are any of those damages duplicative of the damages, if any, awarded in response to any other verdict question?

Yes: _____ No: _____

PUNITIVE DAMAGES QUESTIONS

If both liability and damages (either compensatory or nominal damages) have been found with regard to the specific issues raised in the questions set out earlier in this verdict form, then as to each specific finding of both liability and damages you should now answer an additional question as to each previous question as to which you have found liability.

Willful and Malicious Conduct

Question No. 18: Trade Secret Misappropriation

If you answered “Yes” to Question 2, has ECIMOS proven by clear and convincing evidence that Carrier Corporation’s conduct was willful and malicious?

Yes _____ No _____

Question No. 19: Breach of Contract

If you answered “Yes” to Question Nos. 6 or 7, has ECIMOS proven by clear and convincing evidence that Carrier Corporation’s conduct was either intentional, reckless, malicious, or fraudulent?

Yes _____ No _____

Question No. 20: Copyright Infringement

If you answered “Yes” to Question Nos. 10, 11, 12, or 13, has ECIMOS proven by clear and convincing evidence that Carrier Corporation’s conduct was either intentional, reckless, or malicious?

Yes _____ No _____

Question No. 21: Concealment/Destruction of Evidence

If you answered “yes” to Question No. 14, has ECIMOS proven by clear and convincing

evidence that Carrier Corporation's conduct was intentional and done with the purpose of evading liability in this case?

Yes _____ No _____

Presiding Juror: _____ Date: _____

After the presiding juror signs, then each juror should also sign, indicating agreement to each verdict (i.e., each answer) in the verdict form.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
